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Request for Proposal

Solar Energy System

The City of Millville, ("City") Cumberland County, is soliciting proposals from a qualified Contractor/Vendor to design, fabricate, deliver, install, operate and maintain a rooftop solar energy system ("System") at the Municipal Public Works Complex, 416 S. 15th Street, New Jersey, 08046 ("site") to provide electric energy from the System to the City under a Power Purchase Agreement meeting the following criteria:

1. The System will reduce the cost of Service at least 40% of the then current electric service from the service provider to the portions of the municipal complex served by the System.
2. The System shall be a minimum of 150,000 watts and a maximum of 160,000 watts.
3. The provider of the System ("Provider") will be solely responsible for the construction, operation, maintenance and repair of the System during the term of the arrangements, at no cost, to the City, together with providing all structures, equipment, material and other property required to control the System.
4. The terms of the arrangement (traditionally known as the "Power Purchase Agreement" or "PPA") shall be for a term not to exceed (15) years.
5. The Provider shall be responsible for all governmental permits, approvals and authorizations related to the System and the PPA.
6. The compensation of benefits received by the Provider shall be from income, credits or other revenue, if any accruing to the Provider by third party entities.
7. The proposals received by the City shall be evaluated upon the:
 - Economic advantages to the City
 - Proven track record of installing Systems
 - Ability to secure an investor to adequately finance the construction and operation of the System under stated PPA terms and conditions

- Expertise in maintenance of the System and administration of the PPA
- Ability to meet stated System equipment criteria

Renewable Energy Industry vendors must recognize that renewable energy projects fall under State public works contracting laws, i.e, prevailing wages and Public Works Contractor Registration laws, among others. In addition, as these systems connect to building power systems or the electric grid, laws and regulation concerning electrical contractors also apply. Subcontractors may also fall under these requirements.

Provide pricing for a turnkey (design/build) Solar Energy System located at 416 S. 15th Street, New Jersey, 08046. Pricing should include: \$/kWh for fifteen years with and without an annual escalator.

INSURANCE

- A. The Contractor and/or subcontractors shall not commence work under this contract until it has obtained the required insurance. All coverage shall be with insurance carriers licensed and authorized to do business in New Jersey and shall name the City of Millville as an additional insured. Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the City of Millville as an additional insured.

B. Additional Insured:

The following shall be Additional Insured's: The City of Millville, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.

This coverage shall be primary to the Additional Insured's, and shall not be contributing with any other insurance or similar protection available to the Additional Insured's whether other available insurance be primary, contributing or excess.

C. Commercial General Liability Insurance:

During the life of this contract the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following:

1. Contractual Liability;
2. Products and Completed Operations;
3. Independent Contractors Coverage;
4. Broad Form General Liability Extensions or equivalent;
5. Per contract aggregate.
6. Additional coverage shall be provided for contract components requiring pesticide and herbicide applications.

D. Automobile Liability Insurance Including Garagekeepers Legal Liability and Garage Liability:

During the life of this contract the Contractor shall procure and maintain Automobile Liability Insurance, include applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property

Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

E. Workers Compensation:

During the life of this contract the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of New Jersey, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

F. Notice of Cancellation:

Commercial General Liability Insurance, Automobile Liability Insurance and Workers Compensation insurance, as described above shall include an endorsement stating the following:

“Sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: City of Millville, Attn.: Purchasing Agent, 12 South High St., Millville, NJ 08332”

G. Proof of Insurance Coverage:

The Contractor shall provide the municipality at the time the contracts are returned to him for execution, Certificates of Insurance and/or policies acceptable to the municipality as listed below:

1. Two (2) copies of Certificate of Insurance for Commercial General Liability, Automotive Liability, and Workers Compensation.
2. Original policy or binder for Owners/Contractors Protective Liability insurance.

H. Continuation of Coverage:

If any of the above coverage's expire during the term of this contract, the Contractor shall deliver renewal Certificates and/or policies to the municipality at least ten (10) days prior to the expiration date.

INDEMNIFICATION AND HOLD HARMLESS

The Contractor and/or subcontractors shall indemnify and hold harmless the City from all claims, suits or actions, and damages or costs of every name and description to which the City may be subjected or put reason of injury to the person or property of another, or the property of the City, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

AWARD OF CONTRACT

The City reserves the right to select or short-list any Contractor/Vendor that, in its opinion and at its sole discretion, is deemed to be most advantageous and in the best interests of the City and its residents. The City shall not be liable for any cost incurred by any Contractor/Vendor during the selection process. The City also reserves the right to reject the selected Contractor/Vendor and contract with another party if the City and the selected Contractor/Vendor cannot successfully negotiate a contract for the proposed work or PPA.

The City reserves the rights to approve all plans prior to installation. If the Property is altered in any way by the Contractor while conducting the activities named above, the Contractor shall restore the Property to its prior condition.

Three copies of the Proposal for Solar Power Purchase Agreement must be delivered to the City of Millville, Purchasing Board, 12 S. High Street, Millville, NJ 08332 by 10 AM on Thursday, August 18, 2016 at which times proposals will be opened.

Inquires Inquiries can be directed to Regina Burke, Purchasing Agent at 12 S. High Street, Millville, NJ 08332 or by phone at 856-825-7000 x7256 or email at regina.burke@millvillenj.gov